

**ELECTRONIC DATA TRANSFER AGREEMENT**  
**Attachment 4 – IFB RFQ 382783**  
**NORTHSTAR BOULEVARD PHASE II**

THIS ELECTRONIC DATA TRANSFER AGREEMENT ("Transfer Agreement") is effective on the \_\_\_\_ day of July 2021, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and \_\_\_\_\_, hereinafter referred to as the "Recipient" (collectively referred to as the "parties").

**WITNESSETH:**

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The County shall provide CAD files for the sole use of the Recipient to prepare bid documents in response to the County's Invitation for Bid Number 382783, NorthStar Boulevard Phase II.

By signing below, the Recipient agrees to be bound by this Transfer Agreement and to use our instruments of service in CAD form ("CAD Files") subject to terms and conditions herein.

No representations, arrangements, understandings, or agreements relating to the CAD Files exist amongst the parties except as expressed in this Transfer Agreement.

**1.0 SCOPE OF AGREEMENT**

- 1.1 The County agrees to permit Recipient to access and use the CAD Files prepared by J2 Engineering ("CAD File Provider") for the NorthStar Boulevard Phase II project in strict compliance with, and subject to, this Transfer Agreement. Recipient agrees: (a) to independently verify the accuracy, correctness, and completeness of the CAD Files for Recipient's needs; (b) to remove the CAD File Provider's name and logo from the CAD Files; and (c) to assume the sole risk, responsibility, and liability for use of the CAD Files. Recipient may not reuse the CAD Files or assign its rights or delegate its obligations under this Agreement without our prior written consent.
- 1.2 The County and CAD File Provider retain intellectual property rights in the CAD Files and grants Recipient only a limited license to use the CAD Files as stated in this Transfer Agreement. The license to use the CAD Files automatically terminates upon Recipient's breach of this Transfer Agreement.

**2.0 TERMS AND CONDITIONS**

**2.1. Hold Harmless**

The Recipient shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims,

causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third-party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Recipient and/or its subconsultants. The Recipient agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

2.2 Governing Law/Forum\*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or in U.S. District Court in Alexandria. Recipient expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Recipient expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.3 CAD File Provider Limitation of Liabilities

The CAD File Provider shall have no liability for any claims, losses, damages, injuries, costs, or expenses of any kind or character whatsoever arising out of, resulting from or in any way connected with providing CAD files to the Recipient.

2.4 Warranty Disclaimer

The County and the CAD File Provider make no warranties, express or implied, regarding: (a) the CAD Files' accuracy, correctness or completeness; or, (b) the CAD Files' merchantability or fitness for a particular purpose or implied warranties arising from a course of dealing or usage of trade are expressly disclaimed.

**[SIGNATURES ON FOLLOWING PAGE]**

**COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement  
1 Harrison Street, S.E.  
Leesburg, VA 20175.

**RECIPIENT**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State zip: \_\_\_\_\_

Phone: (703) 737-8316  
Fax: (703) 771-5097

By: \_\_\_\_\_

Name: Nebila Kurtu

Title: Contracting Officer

Date: \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_